

SECTION B

SUPPLIES/SERVICES AND PRICES/COST

B.1 GENERAL

The Contractor, acting as an independent contractor and not as an agent of the government, shall furnish all materials, personnel, facilities, support and management necessary to provide the supplies and services as set forth in accordance with the Statement of Work and the contractor's proposal incorporated herein by reference.

B.2 SUPPLIES/SERVICES AND PRICES/COSTS

These price schedules contain the Loaded Hourly Rates for work performed at any location within the United States (including Alaska and Hawaii) for the proposed Functional Area for each year of the contract. "Loaded Hourly Rate" is defined as the direct hourly rate along with appropriate load factors, and inclusive of profit or fee. Load factors include such items as overhead, fringe, general and administrative (G&A), or any other elements of cost. The Loaded Hourly Rates are ceiling price rates. The contractor, may, at his discretion, elect to propose lower hourly rates on a task-by-task basis.

a. Prices set forth in the contract can be used on Cost Plus Fixed Fee, Cost Plus Award Fee, Time and Materials or Firm Fixed Price task orders. At this time, the breakdown of FFP, T&M, or Cost Reimbursement task order distribution is unknown. Also, unknown is the breakdown of Government site and contractor site work.

b. The prices set forth in this schedule will be fully burdened ceiling prices inclusive of profit, except for the ODC multipliers, which shall not bear profit. The ODC multiplier is the administrative handling fee (e.g. for material purchases, travel handling). Offerors with audited rates shall propose those rates or lower. Offerors without audited rates shall propose rates in accordance with established competitive business practices. In no case shall the ODC multiplier exceed the G&A rate.

The prices will be applied to individual task order types as follows:

(1) For FFP task orders, the number of hours of each labor category ordered will be multiplied by the Loaded Hourly Rates listed in this schedule or as negotiated for the task, and the cumulative extended total of all hours ordered will define the FFP labor amount for the task. Travel and ODCs may be estimated for each task order, burdened with the ODC multiplier specified in this schedule. The total price negotiated for travel and ODCs will be added to the total labor amount to arrive at the task order total FFP. On FFP task orders, travel and ODCs will be reimbursed based on actual expenses incurred not to exceed the negotiated price. Profit

on travel and ODCs is not allowable. For a FFP task order, partial payments may be negotiated based on the completion of milestones.

(2) For T&M task orders, the quantity of hours ordered of each labor category will be specified as deliverable hours billable at the rates specified in this schedule or lower. Travel and ODCs will be estimated for each task order and burdened with the ODC multiplier specified in this schedule. Profit on travel and ODCs is not allowable. The cumulative extended total of all labor categories ordered plus travel and ODCs will define the task order ceiling price. The government will not reimburse the contractor for costs incurred beyond the ceiling price, for hours not delivered, for work performed in excess of the ordered labor pool amount, or for travel and ODCs exceeding the ordered pool amount. Labor dollars will not be used to pay for ODCs nor ODC dollars used to pay for labor without a modification to the task order.

(3) For CPFF and CPAF task orders, the contractor will provide complete supporting schedules identifying all applicable direct and indirect rate estimates building up to the task order's cost. The fee will be negotiated for each task order consistent with statutory limitations. If the task order type is CPAF, the fixed portion of fee and the award portion will be clearly differentiated. Hourly rates negotiated for CPFF and CPAF tasks will not exceed the Loaded Hourly Rates shown in the Price Schedules. Profit or fee on travel and ODC's is not allowable.

B.3 WORK OUTSIDE THE UNITED STATES

The contractor will be compensated for work performed outside the United States , according to the methodology proposed by the contractor and accepted at contract award. This methodology will be used in the future to determine specific rates as project requirements occur. See Section L.5.1.5(b)(7).

B.4 SERVICE CONTRACT ACT

This contract has been determined to be exempt from the requirements of the Service Contract Act.